

STATE OF INDIANA )  
 )  
COUNTY OF PORTER ) SS:

IN THE PORTER CIRCUIT COURT  
CAUSE NO. 64D01-0810-PC-9810

STATE OF INDIANA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ADAM BARTH, individually and doing )  
Business as TRESTIQUE ROOFING )  
SYSTEMS, INC. )  
 )  
Defendant. )

FILED  
IN OPEN COURT  
Sept 26 2008  
OCT 09 2008  
Lopez V Bradford  
JUDGE PORTER SUPERIOR COURT  
File Stamp  
Pursuant To  
TRIAL RULE 6(F)

### **CONSENT JUDGMENT**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Greg Schrage, and the Defendant, Adam Barth, individually and doing business as Trestique Roofing Systems, Inc., hereby agree to entry of a Consent Judgment without trial or adjudication of any issue or fact or law herein.

The parties believe it is in their best interests to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as abandonment by the Attorney General of his position that the Defendant violated Indiana's Home Improvement Contracts Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

### **JURISDICTION AND SCOPE OF JUDGMENT**

1. This Court has jurisdiction and venue over the subject matter and the parties hereto.

2. Defendant, Adam Barth, individually and doing business as Trestique Roofing Systems, Inc., is engaged in business as a home improvement supplier with a principal place of business at 627 West US 30, Valparaiso, Indiana, 46385. Defendant solicits and enters into home improvement contracts with Indiana residents.

3. Defendant hereby waives service of process and agrees to entry of final judgment in this matter.

**RELIEF ORDERED**

4. Defendant Adam Barth, individually and doing business as Trestique Roofing Systems, Inc., and his agents, representatives, employees, successors, and assigns, are permanently enjoined from the following:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- (1) The name of the consumer and the address of the residential property that is subject of the home improvement;
- (2) Defendant's name and address and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (3) The date the home improvement contract is submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (4) A reasonably detailed description of the proposed home improvements;

(5) If the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

(6) The approximate starting and completion dates of the home improvement;

(7) A statement of any contingencies that would materially change the approximate completion date;

(8) The home improvement contract price; and

(9) Signature lines for Defendant or his agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of the persons' names placed directly after or below their signatures;

b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

d. in the course of entering into home improvement transactions, failing to obtain the necessary permits prior to the commencement of any home improvement work;

e. representing that Defendant is able to start or complete a home improvement within a stated period of time, or when no time period is stated, within a reasonable time, when he knows or should reasonably know that he cannot;

f. representing that Defendant will perform home improvements for consumers, when Defendant knows or should reasonably know he cannot or will not perform the improvements;

g. representing that the home improvement transaction involves or does not involve a warranty, disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and Defendant knows or should reasonably know it is false;

h. engaging or soliciting to engage in a home improvement transaction without a permit or other license required by law; and

i. engaging in a consumer transaction if a permit or other license is required by law and Defendant is not qualified to obtain the required permit or other license or does not intend to obtain the required permit or license.

5. Defendant shall cancel its November 13, 2007 contract with Marlene J. Fisher and pay consumer restitution, pursuant to Indiana Code § 24-5-0.5-4(c)(2), in the amount of Five Thousand Eight Hundred Dollars (\$5,800.00), payable to the Office of the Attorney General for distribution to Fisher.

6. Defendant shall pay costs to the Office of the Attorney General, pursuant to Indiana Code § 24-5-0.5-4(c)(3), in the amount of Seven Hundred Fifty Dollars (\$750.00).

**CONTINUING JURISDICTION**


For the purpose of enforcing the provisions of this Consent Judgment, Defendant waives any objection regarding this Court's jurisdiction to punish for contempt and agrees to appear on proper notice of a failure to comply with any of the provisions of this Judgment.


IN WITNESS WHEREOF, the parties have executed this Consent Judgment this

29<sup>th</sup> day of September, 2008.

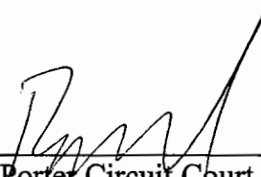
STATE OF INDIANA  
STEVE CARTER  
Indiana Attorney General

ADAM BARTH  
d/b/a TRESTIQUE ROOFING  
SYSTEMS, INC.

By:   
Greg Schrage  
Deputy Attorney General  
Attorney No. 27630-32

by:   
Adam Barth  
President

ALL OF WHICH IS APPROVED, ORDERED, ADJUDICATED AND DECREED this \_\_\_\_\_  
day of \_\_\_\_\_, 2008.

  
\_\_\_\_\_  
Judge, Porter Circuit Court

Distribution:

Greg Schrage  
Office of the Attorney General  
Indiana Government Center South, Fifth Floor.  
302 W. Washington St.  
Indianapolis, IN 46204

Adam Barth  
President  
Trestique Roofing Systems, Inc.  
627 W. US 30  
Valparaiso, IN 46385